

Service Level Agreement

This Service Level Agreement (“SLA”) sets forth the service availability commitments applicable to Customers that have purchased an eligible Systemslab UXM SaaS subscription pursuant to a Subscription Agreement.

This SLA forms part of the applicable Subscription Agreement between Systemslab and the Customer.

Systemslab may update this SLA from time to time, provided that no such update shall materially reduce the service levels applicable to the Customer during the then-current Subscription Term.

1. DEFINITIONS

Capitalized terms not defined in this SLA shall have the meanings given to them in the applicable Subscription Agreement.

1.1 “Available”

“Available” means that the applicable production deployment of the UXM SaaS is capable of processing Customer requests and providing the material functionality of the service in accordance with its normal operating specifications.

1.2 “Available Interval”

“Available Interval” means a five-minute Interval for which the scheduled availability test shows that UXM SaaS is Available under Section 1.1. The whole Interval is available if the test succeeds, and unavailable if it fails, subject to Section 5. Partly available Intervals are not prorated.

For a missing or invalid test, Systemslab shall use service logs and other relevant records, considering reasonable Customer evidence under Sections 1.7 and 6. Missing or invalid results alone do not establish availability or unavailability.

1.3 “Downtime”

“Downtime” means unavailable Intervals under Section 1.2, excluding those attributable to Section 5. Each unavailable Interval counts as five minutes of Downtime.

1.4 “Error”

“Error” means a service-side failure affecting the availability of the UXM SaaS, including, where applicable, repeated HTTP server errors such as:

- (a) HTTP 500 – Internal Server Error;
- (b) HTTP 502 – Bad Gateway;
- (c) HTTP 503 – Service Unavailable; or
- (d) HTTP 504 – Gateway Timeout;

provided that such error is attributable to Systemslab and is not caused by an Exclusion.

An isolated unsuccessful request shall not in itself constitute Downtime where the UXM SaaS otherwise remains materially Available.

1.5 “Interval”

“Interval” means a continuous period of five (5) minutes.

1.6 “Monthly Subscription Fee”

“Monthly Subscription Fee” means the recurring subscription fee paid or payable by Customer to Systemslab for direct purchases or to its authorized Reseller for Reseller purchases, for the affected UXM SaaS deployment and attributable to the relevant calendar month. It includes recurring platform charges supplied as part of that

subscription and excludes taxes, separately ordered training or professional services, one-off charges and unrelated products. Applicable tax adjustments shall be made separately.

Where the Subscription Fee is invoiced for an annual or other multi-month Subscription Term, the Monthly Subscription Fee shall be calculated by dividing the applicable Subscription Fee by the number of months covered by that Subscription Fee.

1.7 “Monthly Service Availability”

“Monthly Service Availability” means the percentage of Total Applicable Intervals during a calendar month classified as Available under Section 1.2. Total Applicable Intervals excludes unavailable Intervals attributable to an Exclusion in Section 5.

Monthly Service Availability shall be calculated as follows:

Monthly Service Availability =
(Available Intervals ÷ Total Applicable Intervals) × 100

The calculation shall be based primarily on Systemslab's production monitoring, service logs and other relevant technical records.

Customer-provided logs and other reasonable supporting information may also be considered in determining whether Downtime occurred.

1.8 “Scheduled Maintenance” and “Emergency Maintenance”

“Scheduled Maintenance” means planned work affecting UXM SaaS availability. Systemslab shall email registered Customer contacts at least 48 calendar hours before its start, stating the maintenance window and expected impact.

Customer may register or update maintenance-notification contacts by emailing support@uxmapp.com. Individual notices are sent only to registered contacts. The maintenance exclusions apply whether or not Customer registers, provided Systemslab meets the notice requirements for registered contacts and the other conditions in this Section.

“Emergency Maintenance” means urgent work to address a material security risk or prevent or respond to a material service failure that cannot reasonably wait 48 hours. Advance notice is not required; Systemslab shall email registered contacts as soon as reasonably practicable, including known impact and duration.

Section 5(l) excludes only the notified Scheduled Maintenance window and the time reasonably needed for Emergency Maintenance. Overruns count as Downtime unless the extension received the required advance notice, qualifies as Emergency Maintenance or another Section 5 exclusion applies. Material window changes and overruns shall be notified to registered contacts as soon as reasonably practicable.

Systemslab shall use commercially reasonable efforts to schedule maintenance during periods that minimize disruption to Customers.

1.9 “Service Credit”

“Service Credit” means a non-transferable credit against current or future Subscription Fees for the affected UXM SaaS, administered and, where applicable, settled in cash under Section 4.3.

1.10 “Subscription Agreement”

“Subscription Agreement” means the agreement between Systemslab and the Customer under which the Customer has purchased the applicable UXM SaaS subscription.

1.11 “UXM SaaS”

“UXM SaaS” means Systemslab’s hosted UXM software-as-a-service solution supplied on a subscription basis and identified in the applicable Order Form.

2. AVAILABILITY COMMITMENT

During each calendar month of the applicable Subscription Term, Systemslab will provide a Monthly Service Availability of at least:

99.0%

(the “Availability Target”).

The Availability Target applies to the production UXM SaaS deployment covered by the Customer's applicable Order Form or Subscription Agreement.

If Systemslab fails to meet the Availability Target during a calendar month, the Customer may be eligible for a Service Credit in accordance with this SLA.

3. SERVICE CREDITS

If the Monthly Service Availability for an affected UXM SaaS deployment falls below the Availability Target, the Customer shall be eligible for the following Service Credit:

Monthly Service Availability	Service Credit Percentage
≥ 99.0%	0%
< 99.0% and ≥ 97.0%	5%
< 97.0% and ≥ 95.0%	10%
< 95.0%	20%

The applicable Service Credit shall be calculated as a percentage of the Monthly Subscription Fee attributable to the affected UXM SaaS deployment.

Service Credits shall not exceed twenty percent (20%) of the Monthly Subscription Fee for the affected deployment for any single calendar month.

Systemslab's obligation to provide Service Credits under this SLA shall constitute the Customer's sole monetary remedy specifically arising from Systemslab's failure to meet the Availability Target, except where otherwise expressly provided in the Subscription Agreement.

Nothing in this SLA shall limit any rights that cannot lawfully be limited or excluded under applicable law.

4. REQUESTING AND PROCESSING SERVICE CREDITS

4.1 Service Credit Request

To request a Service Credit, Customer, or its authorized Reseller acting on Customer's behalf, must submit a request through Systemslab Support at <https://support.uxmapp.com> within thirty (30) calendar days following the end of the calendar month in which the applicable service level failure occurred.

The Service Credit Request should include, to the extent reasonably available:

- (a) the affected Customer account and UXM SaaS deployment;
- (b) the approximate dates and times of the claimed Downtime;
- (c) a description of the service impact experienced by the Customer; and
- (d) any relevant Customer logs or other supporting information reasonably available to the Customer.

The Customer shall remove confidential information, personal data or other sensitive information that is not reasonably necessary for Systemslab to investigate the request.

Failure to submit a Service Credit Request within the required period may result in the Customer becoming ineligible for the applicable Service Credit.

4.2 Service Credit Determination

Following receipt of a Service Credit Request, Systemslab shall review its monitoring records, system logs and other relevant technical information.

Systemslab may reasonably request the Customer's cooperation in investigating the reported service interruption.

If Systemslab determines that the applicable Monthly Service Availability was below the Availability Target, Systemslab shall confirm the applicable Service Credit percentage, affected subscription and period to Customer and, for Reseller purchases, Reseller. The credit shall be issued and administered in accordance with Sections 3 and 4.3.

Systemslab shall not unreasonably withhold or delay confirmation of a valid Service Credit Request.

4.3 Application of Service Credits

Approved Service Credits shall be processed within thirty (30) calendar days after confirmation and shall reduce current or future Subscription Fees for the affected UXM SaaS. Systemslab shall process Customer credits for direct purchases. For Reseller purchases, the Reseller shall process Customer credits under its agreement with Customer and Section 11.4 of the Subscription Agreement.

Service Credits are also subject to, and consume, the shared liability cap in Section 18.2 of the Subscription Agreement. The twenty percent (20%) monthly SLA limit continues to apply. SYSTEMSLAB's separate credit to Reseller is subject to Reseller Agreement Sections 5.8 and 14.2. Mandatory law and the applicable cap exceptions prevail.

A Service Credit:

- (a) is not transferable;
- (b) is normally applied against subscription fees, subject to the cash settlement below;
- (c) is payable in cash only as provided below or otherwise expressly agreed in writing;
- (d) applies only to the affected UXM SaaS deployment; and
- (e) shall not be compounded across multiple calendar months.

If no further fees are payable against which an approved Service Credit can be applied, its unused balance shall be paid in cash within thirty (30) calendar days after confirmation or the Subscription's end, whichever is later. Systemslab shall make that payment for direct purchases; for Reseller purchases, the Reseller shall make the Customer payment. Settlement shall not depend on renewal.

5. EXCLUSIONS

The Availability Target and Service Credit obligations shall not apply to Downtime or service degradation to the extent caused by circumstances outside Systemslab's reasonable control or circumstances for which Systemslab is not reasonably responsible.

Such circumstances include:

- (a) the Customer's failure to comply with its obligations under the Subscription Agreement;
- (b) suspension or termination of the Customer's access to the UXM SaaS in accordance with the Subscription Agreement;
- (c) force majeure events;
- (d) failures of the public Internet or telecommunications networks outside Systemslab's reasonable control;
- (e) acts or omissions of the Customer or third parties acting on the Customer's behalf;
- (f) improper Customer configuration, misuse, unsupported configuration or failure to follow Systemslab's reasonable technical requirements;

- (g) insufficient Customer-controlled infrastructure, computing capacity, network capacity or other Customer-controlled resources;
- (h) Customer-side DNS failures, network configuration errors, firewall restrictions, security group configuration errors, VPC configuration errors, credential errors or IP address restrictions;
- (i) the Customer exceeding documented technical limits or usage limits applicable to the UXM SaaS;
- (j) use of versions, releases or features that Systemslab has formally designated as unsupported or deprecated, provided that Systemslab has given reasonable prior notice where practicable;
- (k) use of preview, beta, evaluation, pre-release or trial functionality;
- (l) Scheduled Maintenance and Emergency Maintenance, to the extent meeting the requirements of Section 1.8; and
- (m) failures of third-party infrastructure or cloud providers outside Systemslab's reasonable control, provided that Systemslab has implemented commercially reasonable measures to reduce the risk and impact of such failures.

For the avoidance of doubt, Systemslab shall not automatically be relieved of its SLA obligations solely because the UXM SaaS is hosted using third-party infrastructure such as Amazon Web Services, Microsoft Azure or Google Cloud Platform.

Where Systemslab selects and manages such third-party infrastructure as part of providing the UXM SaaS, Systemslab shall remain responsible for taking commercially reasonable measures to design, operate and maintain the service in a manner consistent with the Availability Target.

6. MONITORING AND MEASUREMENT

Systemslab shall maintain commercially reasonable technical monitoring of the production UXM SaaS.

Systemslab's monitoring systems and service records shall be the primary source used to calculate Monthly Service Availability.

Where Customer monitoring data materially differs from Systemslab's monitoring data, the parties shall cooperate in good faith to investigate the discrepancy.

Availability shall be assessed by the overall availability of the material functionality of the applicable UXM SaaS deployment and classified using the test rules in Section 1.2. An isolated failed Customer request does not, by itself, make an Interval unavailable where the applicable availability test indicates that the deployment is Available.

7. CUSTOMER RESPONSIBILITIES

The Customer is responsible for maintaining appropriate connectivity, configurations, credentials, integrations and Customer-controlled infrastructure required to access and use the UXM SaaS.

The Customer shall notify Systemslab without undue delay of material service issues of which it becomes aware and shall provide reasonable information necessary for Systemslab to investigate and resolve such issues.

Nothing in this Section requires the Customer to provide information that is not reasonably available to it or that would violate applicable confidentiality, privacy or security obligations.

8. SUPPORT AND INCIDENT MANAGEMENT

Systemslab shall maintain reasonable procedures for receiving and managing Customer support requests relating to the UXM SaaS.

Critical availability incidents shall be investigated and addressed in accordance with Systemslab's applicable support procedures.

Where a material service interruption has occurred, Systemslab shall use commercially reasonable efforts to restore service promptly and, where appropriate, identify and address the underlying cause.

Any separate response-time or support-level commitments agreed between Systemslab and the Customer shall be governed by the applicable Subscription Agreement, Order Form or Support Agreement.

9. RELATIONSHIP WITH SUBSCRIPTION AGREEMENT

This SLA forms part of the applicable Subscription Agreement.

In the event of a conflict between this SLA and the Subscription Agreement, the order of precedence specified in the Subscription Agreement shall apply.

If no order of precedence is stated, the Subscription Agreement shall prevail with respect to general contractual matters, while this SLA shall govern specifically with respect to service availability and Service Credits.

10. CHANGES TO THIS SLA

Systemslab may revise this SLA from time to time.

Any revision shall apply prospectively and shall not materially reduce the service levels committed to an existing Customer during the Customer's then-current Subscription Term unless:

- (a) required by applicable law;
- (b) necessary to address a material security or regulatory requirement; or
- (c) otherwise agreed in writing between Systemslab and the Customer.